

REQUEST FOR QUOTATION (RFQ)



# NATIONAL HEALTH LABORATORY SERVICE

RFQ NO: 1933754/25-26

**DESCRIPTION: RFQ NO: 1933754/25-26 – SUPPLY AND FIT NEW STEEL STAIRCASE AND EMERGENCY FIRE  
DOOR TO CEZPD DEPARTMENT BLOCK-H AT NICD SANDRINGHAM CAMPUS.**

**ISSUED BY:**

SUPPLY CHAIN MANAGEMENT  
NATIONAL HEALTH LABORATORY SERVICE  
1 MODDERFONTEIN ROAD  
SANDRINGHAM  
2092

Quotation Queries:	Technical Queries:
CONTACT NAME: ANDANI NEMUTANDANI	CONTACT NAME:
E-MAIL ADDRESS: andanine@nicd.ac.za	E-MAIL ADDRESS:

**NAME OF A BIDDER:.....**

**CLOSING DATE: 13 FEBRUARY 2026 AT 11:00  
QUOTATION VALIDITY PERIOD: 90 days**

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**1. PART A Invitation to Bid**
**SBD 1**
**PART A INVITATION TO  
BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL HEALTH LABORATORY SERVICE (N HLS)</b>				
<b>BID NUMBER:</b>	<b>RFQ No:1933754/25-26</b>	<b>CLOSING DATE: 13 FEBRUARY 2026</b>		<b>CLOSING TIME: 11:00AM</b>
<b>DESCRIPTION</b>	<b>SUPPLY AND FIT NEW STEEL STAIRCASE AND EMERGENCY FIRE DOOR TO CEZPD DEPARTMENT BLOCK-H AT NICD SANDRINGHAM CAMPUS.</b>			

**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)**
**NICD STORES :QUOTATION BOX: NO.1 MODDERFONTEIN ROAD, SANDRINGHAM, JOHANNESBURG**
**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO**
**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**

<b>CONTACT PERSON</b>	<b>ANDANI NEMUTANDANI</b>	<b>CONTACT PERSON</b>	
<b>TELEPHONE NUMBER</b>	<b>011 386 6349</b>	<b>TELEPHONE NUMBER</b>	
<b>E-MAIL ADDRESS</b>	<b>andanine@nicd.ac.za</b>	<b>E-MAIL ADDRESS</b>	

**SUPPLIER INFORMATION**

<b>NAME OF BIDDER</b>				
<b>POSTAL ADDRESS</b>				
<b>STREET ADDRESS</b>				
<b>TELEPHONE NUMBER</b>	<b>CODE</b>		<b>NUMBER</b>	
<b>CELLPHONE NUMBER</b>				
<b>FACSIMILE NUMBER</b>	<b>CODE</b>		<b>NUMBER</b>	
<b>E-MAIL ADDRESS</b>				
<b>VAT REGISTRATION NUMBER</b>				
<b>SUPPLIER COMPLIANCE STATUS</b>	<b>TAX COMPLIANCE SYSTEM PIN:</b>		<b>OR</b>	<b>CENTRAL SUPPLIE R DATABAS E No:</b>
<b>B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE</b>	<b>TICK APPLICABLE BOX</b>		<b>B-BBEE STATUS LEVEL SWORN AFFIDAVIT</b>	<b>TICK APPLICABLE BOX</b>
	Yes	No		Yes No

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN  
ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSURE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

 YES       NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

 YES       NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

 YES       NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

 YES       NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

YES      NO

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

## 2. TERMS AND CONDITIONS OF REQUEST FOR QUOTATION (RFQ)

- a) This document may contain confidential information that is the property of the NHLS and the Client.
- b) No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this RFQ, without prior written permission from NHLS and the Client.
- c) All Copyright and Intellectual Property herein vests with NHLS and its Client.
- d) Late and incomplete submissions will not be accepted.
- e) Price (s) quoted must be within the RFQ threshold of R1 000 000.00 to be compliant and valid (Except when procuring through an established panel or transversal contract).
- f) SDB 7 (form of offer) must be completed, and should the total RFQ prices differ, the one indicated on the form of offer shall be considered the correct price.
- g) Bidders are required to submit a valid Tax Clearance Certificate and Tax clearance verification PIN, Failure to submit the Tax Pin and valid Tax Clearance Certificate will result in the invalidation of this RFQ.
- h) It is the responsibility of the bidder to ensure that NHLS is in possession of the bidder's valid Tax Clearance certificate. The onus is on the bidder to ensure that NHLS receives a valid Tax Certificate as soon as the validity of the said certificate expires.
- i) A compulsory clarification or site meeting or briefing session will be conducted at **NICD RECEPTION 04 FEBRUARY 2026 AT 10H00**
  - Respondents arriving after the allocated time of the briefing session and failing to attend the compulsory RFQ/Site briefing will be disqualified.
  - The tenderer shall inspect and examine the Site and its surroundings and shall satisfy himself/herself before submitting his/her quotation. The bidder must be represented at the site inspection by a person who is suitably qualified and experienced to comprehend the implications of the work involved.
  - The bidder will be responsible for final measurements.
- j) Quotation procedure using the two (2) stage system will apply: **Not applicable**.
- k) No services must be rendered or goods delivered before an official NHLS Purchase Order form has been received.
- l) This RFQ will be evaluated in terms of the 80/20 preference point system prescribed by the Preferential Procurement Regulations, 2022.
- m) All questions regarding this RFQ must be forwarded to the [andanine@nicd.ac.za](mailto:andanine@nicd.ac.za) 24 hours prior the RFQ closing date.
- n) The General Conditions of Contract (GCC) issued by National Treasury are applicable.
- o) In case of bids where Consortia / Joint Ventures, Consortia/Joint Venture agreement signed by both parties must be submitted with bid proposal. Each JV partner must submit all their mandatory documentation.
- a) Quotation must be All-Inclusive
  - i. The Supplier shall allow in the quotation for all deliverables as stipulated in the scope, labour, material, consumables, accessories, software, supervision, overhead costs, profit, royalties, all taxes, levies, duties, variations in exchange rates (if applicable), disbursements and everything necessary for the execution and completion of the works in accordance with the quotation documents.
  - ii. Value Added Tax (VAT) shall be excluded from the rates and prices and provided for as the total VAT on the cost of the Works in the Summary of Schedule of Rates and Prices.
  - iii. The Supplier rates and prices shall be fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract.

- iv. The offer must be in ZAR currency.
- v. The NHLS reserve the right to do due diligence on the quotations and to benchmark prices quoted.
- vi. Quotes should be submitted on an official letterhead and duly signed.

#### **Delays in the supplier's performance**

- i. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- ii. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- iii. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- iv. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- v. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar Functionality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

#### **Penalties**

- i. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

The Bidder accepts the above terms and conditions and the General Conditions of Contract on NHLS website as per hyperlink <a href="#">GCC Document</a> or visit NHLS website <a href="https://www.nhls.ac.za/supply-chain/">https://www.nhls.ac.za/supply-chain/</a> , click on supply chain management tab then select General Conditions of Contract	Accept	Do not accept

**FOR HAND DELIVERIES OF RESPONSES, PLEASE SUBMIT THE RFQ DOCUMENT TO NICD STORES QUOTATION BOX,  
NO: 1 MODDERFONTEIN ROAD, SANDRINGHAM.**

#### **2.1 Objective Criteria has poor past performance with the NHLS projects- Preferential Procurement Regulations S21f of 2022**

- According to the Preferential Procurement Policy Framework Act (PPPFA), 2000: Preferential Procurement Regulations, 2022
- The bid will be awarded subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000). Section 2 (1)(f) of the Act states that “the contract must be awarded to the bidder who scores the highest points, unless objective criteria in addition to those contemplated in paragraph (d) and (e) justify the award to another bidder”.
- **The NHLS will evaluate the past performance of the bidder and determine whether the bidder has poor past performance within the NHLS as an objective criteria.**

**3. SCOPE OF WORKS**

**FORM OF QUOTATION SUPPLIER NAME:** \_\_\_\_\_

**RFQ NO: 1933754/25-26**

**DESCRIPTION: SUPPLY AND FIT NEW STEEL STAIRCASE AND EMERGENCY FIRE DOOR TO CEZPD DEPARTMENT BLOCK-H  
AT NICD SANDRINGHAM CAMPUS.**

The National Health Laboratory Service ("N HLS") is a Schedule 3A Public entity which was established in 2001 by an Act of Parliament to provide diagnostic pathology laboratory services to the National and Provincial Health Department. Further, N HLS is the largest public health laboratory service with more than 260 laboratories across nine provinces and approximately 8000 staff members.

The N HLS is requesting a service provider to render the

**Scope of Works**

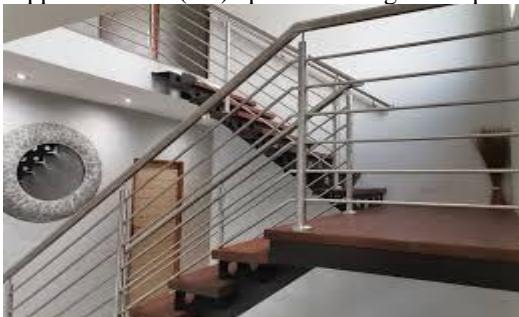
<b>Description</b>
<b>CEZPD Block-H</b>
<b>Bill No.1</b>
<b><u>Emergency fire door</u></b>
Remove the existing emergency door and cart away, Supply and fit new 950mm widex2100mm high single aluminium door and frame with 90mm profile and bottom part frosted 6mm glass complete with hinges, door closer and locks set and keys, complete with emergency push bar and 4 hinges each door, as per specification (the door should open to the outside)

Remove the existing steel balustrades and cart away, Supply and 100mmx100mmx2mm tubing complete with 50mm round balustrades stainless-steel handrails/ balustrades both sides on 1200mm steel support 700mm (8m) apart including end caps with all necessary bolt and nats

<b>Bill No.2</b>
<b><u>Staircase works</u></b>

**RFQ NO: 1933754/25-26 – SUPPLY AND FIT NEW STEEL STAIRCASE AND EMERGENCY FIRE DOOR TO  
CEZPD DEPARTMENT BLOCK-H AT NICD SANDRINGHAM CAMPUS.**

Supply and fit new steel staircase 4000mm high x 1200mm each wide complete with 4000mmx250mmx5mm both sides, with 200mmx5mm steel checker plate treads and 2400mmx1200mm x5mm landing/rest staircase on 100mmx100mmx2mm tubing complete with 50mm round stainless-steel balustrades both sides on 1200mm steel support 700mm (8m) apart including end caps with all necessary bolt and nats CEZPD fire escape staircase

**Bill No.3****Painting works**

Prepare all steel surfaces and paint with red oxide primer, all welded joints should be treated with anti-trust, Prepare and paint steel 2 enamel coats in and out as per specification white colour

**Resources:**

The resources should have knowledge of the **STAIRCASE AND EMERGENCY FIRE DOOR**

**Duration**

Once-Off

**4. PRICING SCHEDULE**
**PRICING SCHEDULE:**

Item	Description	Unit	Quantity	Rate	Amount
1	<b>CEZPD Block-H</b> <b>Bill No.1</b> <b>Emergency fire door</b> Remove the existing emergency door and cart away, Supply and fit new 950mm widex2100mm high single aluminium door and frame with 90mm profile and bottom part frosted 6 <sup>mm</sup> glass complete with hinges, door closer and locks set and keys, complete with emergency push bar and 4 hinges each door, as per specification (the door should open to the outside) 				
2.1			1		
2.2	Remove the existing steel balustrades and cart away, Supply and 100mmx100mmx2mm tubing complete with 50mm round balustrades stainless-steel handrails/ balustrades both sides on 1200mm steel support 700mm (8m) apart including end caps with all necessary bolt and nats 	no			
2	<b>Bill No.2</b> <b>Staircase works</b> Supply and fit new steel staircase 4000mm high x 1200mm each wide complete with 4000mmx250mmx5mm both sides, with 200mmx5mm steel checker plate treads and 2400mmx1200mm x5mm landing/rest staircase on 100mmx100mmx2mm tubing complete with 50mm round stainless-steel balustrades both sides on 1200mm steel support 700mm (8m) apart including end caps with all necessary bolt and nats CEZPD fire escape staircase	m	18		
2.1		no	1		

	 <b>Bill No.3</b>			
3	<b><u>Painting works</u></b>			
3.1	Prepare all steel surfaces and paint with red oxide primer, all welded joints should be treated with anti-trust, Prepare and paint steel 2 enamel coats in and out as per specification white colour	item	1	
<b>Estimated time to complete project</b>		<b>SUB TOTAL</b> <b>VAT</b> <b>GRAND TOTAL</b>		

**FORM OF OFFER (SBD 7)**

The employer, identified in the acceptance signature block, has solicited offers/quotations for the procurement of:

.....

.....

The bidder, identified in the offer signature block, has examined the documents listed in the submission data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of the RFQ.

By the representative of the bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the bidder offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:**

**Rand . . . . .**

**(in words);**

**R . . . . . (in figures)**

This offer may be accepted by the employer by signing the acceptance this form of offer before the end of the period of validity stated in the submission data, whereupon the bidder becomes the party named as the contractor in the conditions of contract identified in the contract data. We further undertake that upon final acceptance of our offer; we will commence with delivery when required to do so by the Client. Moreover, we agree that until formal Contract Documents have been prepared and executed, this Form of Offer, together with a written acceptance from the Client shall constitute a binding agreement between us, governed by the terms and conditions set out in this Request for Quotation (RFQ).

We understand that you are not bound to accept the lowest or any offer and that we must bear all costs which we have incurred in connection with preparing and submitting this tender.

Signature(s) .....

Name(s) (Print name of signatory) .....

Capacity .....

Name of the Bidder .....

#### 4. RFQ EVALUATION PROCESS AND CRITERIA

The RFQ will be evaluated by the Cross Functional Evaluation Team (CFET) and the successful service provider will be selected based on a three-phased approach (3-Stages):

##### **STAGE 1: ADMINISTRATIVE COMPLIANCE:**

All incomplete submissions and respondents who do not meet the **minimum compliance requirements** at quotation submission will be eliminated from further evaluation.

##### **STAGE 2: MANDATORY (TECHNICAL) REQUIREMENTS:**

All incomplete submissions and respondents who do not meet the **mandatory requirements** at quotation submission will be eliminated from further evaluation.

##### **STAGE 3: PRICE AND SPECIFIC GOALS**

The final evaluation phase will be based on **Price and Specific Goals**.

Determination of Percentage for Price – 80 percentage, & Determination of level for Specific Goals – 20 percentage.

#### 4.1 STAGE 1: ADMINISTRATIVE COMPLIANCE

- Administrative compliance/responsiveness will be tested based on returnable documents submitted and signatures on the Bid documents.
- At this stage, it must be determined what documents are required to be returned by Bidders. Returnable documents are categorized as follows:

##### a) Mandatory Returnable Documents (to be returned by Bidders)

(**NOTE: Failure to provide the below listed documents WILL lead to disqualification**)

1. The Service Providers to have to agree with all NHLS General	Comply	Do Not Comply
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Conditions of Bid, RFQ and Conditions of Contract (GCC)		
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**Substantiation:** The bidder must submit and attach to the bid response the signed and accepted

**NHLS General Conditions of Bid, RFQ and Conditions of Contract (GCC).**

2. Fully completed and signed Declaration of Interest SBD 4	<b>Comply</b>	<b>Do Not Comply</b>
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**Substantiation:** The bidder must submit and attach to the bid response the signed Declaration of Interest SBD 4.

3. Fully completed and signed RFQ document.	<b>Comply</b>	<b>Do Not Comply</b>
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**Substantiation:** The bidder must submit and attach to the bid response the fully completed and signed RFQ document.

4. Bidder must complete the pricing Schedule.	<b>Comply</b>	<b>Do Not Comply</b>
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**Substantiation:** The bidder must submit and attach to the bid response fully completed pricing Schedule.

6. The bidder must provide the CSD (Central Supplier Database) Registration number (MAAA number) / Attach the CSD Summary Report	<b>Comply</b>	<b>Do Not Comply</b>
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**Substantiation:** The bidder must provide the CSD (Central Supplier Database) Registration number (MAAA number) / Attach the updated CSD Summary Report.

**b) Essential Returnable Documents (to be returned by Bidders) Not a disqualification factor**

1. B-BBEE Certificate and/or Affidavit.	<b>Comply</b>	<b>Do Not Comply</b>
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Fully completed and signed preferential points claim form SBD 6.1.

**Substantiation:** The bidder must submit and attach to the bid response a copy of B-BBEE Certificate issued by an authorised body or person, or a sworn Affidavit prescribed by the B-BBEE Codes of Good Practice.

2. TAX Clearance Pin.	<b>Comply</b>	<b>Do Not Comply</b>
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**Substantiation:** The bidder must submit and attach to the bid response a valid TAX Clearance Certificate and/or TAX verification Pin and/or TAX Compliance Status Letter issued by the South African Revenue Services (SARS).

#### 4.2 STAGE 2: MANDATORY (TECHNICAL) REQUIREMENTS (if applicable)

- Mandatory compliance/responsiveness will be tested based on returnable documents submitted.
- At this stage, it must be determined what documents are required to be returned by Bidders.

**(NOTE: Failure to provide the below listed documents WILL lead to disqualification)**

#### **Important Note:**

Mandatory requirements			
No	Legislative	Comply	Do not comply
1	CIDB grading (1GB or higher)		
2	Letter of good standing COIDA		
3	Three (3) copies of contactable reference or completion certificate, on client's letterhead, with contact details (similar work to be done (GB) only (value as per CIDB)		
4	5-year company Experience in related field, attach either CK, registration documents, old references which are older as a proof		
5	Provide copy of CV and Certificate of 3 years experienced project manager/supervisor to manage the project ( <b>PM/supervisor should be available on the day site of handover to contractor and to the client</b> )		

- licensed person should be available on the day of site handover to contractor and to the client (as per documents submitted)
- Supervisor or project manager should be available on the day of site handover to contractor and to the client ((as per documents submitted)
- Tradesman should be available on the day of site handover to contractor and to the client ((as per documents submitted)
- Always read specification in conjunction with Bill of Quantities and Plan (if plan is applicable and supplied).
- All Quantities measured are indicative and will be re-measured on completion.
- Specific products to be used, to be confirmed in Bill of Quantities.
- All materials and products to be used, to be ISO 9001 accredited.
- Due to the nature of our labs (operation 24 hours) **the contractor will be expected to work after hours and over the weekend.**
- Variation orders can only be approved in writing (via the email) by the NHLS Project Manager
- No additional or extra work done will be paid for unless the project manager has issued a variation order.
- NHLS Project Manager will conduct all inspections.
- The contractor should be required to move the equipment (furniture, benches, etc.) and put them back requested.
- Only material installed will be paid and not for any wastage (no material on site will be paid).
- NHLS delegates can also and contact the client or visit the work done as referred on the completion certificate.
- Contractor will be requested to **provide comprehensive safety file**; work will be only allowed to commence after the file has been formally approve by NHLS.
- A contractor is expected to **sign a 37(2) Agreement** (Form – FMI 0008) before commencing with the project.
- No progress payment will be made less than R200, 000.00.

#### **References:**

- NHLS delegates can also and contact the client or visit the work done as referred on the reference or completion certificate.
- All the contractors will be requested to provides NHLS with the following signed of stamped references or completion certificates of similar work to be done (GB) on company or departments letter head, not more than five years (5) old as per the table below.

<b>IF QUOTE VALUE</b>	<b>REQUIRED REFERENCE OR COMPLETION CERTIFICATES</b>	<b>CONTRACT VALUE OF PROJECT PREVIOUSLY DONE</b>
<b>R0-R50,000.00</b>	One(1) copy of contactable reference or completion certificate, on client's letterhead, with contact details, valid e-mail address, office telephone, cell phone and business address	N/A
<b>R50,000.00 - R100,000.00</b>	Two(2) copies of contactable reference or completion certificate, , on client's letterhead, with contact details, valid e-mail address, office telephone, cell phone and business address	N/A
<b>R100,000.00 - R200,000.00</b>	Three(3) copies of contactable reference or completion certificate, , on client's letterhead, with contact details, valid e-mail address, office telephone, cell phone and business address	At least 1x R100,000.00 and above
<b>R200,000.00 and above</b>	Three(3) copies of contactable reference or completion certificate, , on client's letterhead, with contact details, valid e-mail address, office telephone, cell phone and business address	At least 3x R200,000.00 and above

### **GUARANTEE, MAINTENANCE, PENALTY AND RETENTION PERIOD**

The Guarantee and Maintenance period shall be for 12 months commencing on the date of Practical completion and acceptance of the Installation. During the Guarantee period the Contractor shall repair all defects in the Installation which may arise as a result of inferior quality materials or faulty workmanship. **5% retention of the contract price will be held back for a period of 3 months after date of Practical completion and acceptance of the installation**

The fact that the Installation will be used and occupied by the Employer during the guarantee period shall in no way exempt the Contractor from his responsibility under this clause

Should a non-urgent fault occur during the guarantee period the Contractor will be advised and he shall repair the fault in good time

Should a fault occur during the guarantee period, that is in the opinion of the Project Manager of an urgent nature, then the Contractor will be advised and shall proceed immediately to rectify the fault

Should a fault occur during the guarantee period, that is in the opinion of the Project Manager of an urgent nature, and the Contractor is not available, the Employer shall reserve the right to obtain the services of any available Contractor to repair the fault. The cost of such repair work shall be borne by the Contractor in accordance with the escalated rates. In such a case the faulty equipment shall be kept for scrutiny by the Contractor. If this occurs during the retention period and retention money is still due to the Contractor, such claim from the Alternative Contractor, will be deducted from the Retention fund

Should the frequency and breakdown/s, in the opinion of the Project Manager, become so regular as to constitute and unacceptable state of affairs or should the installation or portions thereof prove to be unacceptable, the Contractor shall upon receipt of a written instruction from the Project Manager, replace portions/components or even the entire installation if need be, at his own cost as prescribed by the Project Manager

Where the practical completion is not reached by the date stated in the Tender/ RFQ document or by the revised date granted by the Project Manager, the Contractor shall be liable to a Penalty deterrent by the Project Manager, which is in this instance .1% (point 1 percent) of the Tender/ RFQ Total value, Per Day

### **PRELIMINARIES**

Tenderer's attention is drawn to the fact that the Hospital and Laboratory will be fully operational during the building process. The work will have to be carried out in phases and at times that must be liaised and agreed to with the Business Manager and Hospital Management. This might result in certain work being carried out at certain times only, even after hours of weekends. Also note that sensitive electronic equipment are in use and no work that cause a vibration can be carried out when these equipment are in operation. Operating theaters in the vicinity of the building work will also be in use during the building program and the Contractor must liaise closely with the Hospital Management and obtain their written consent and permission, before removing and/or servicing equipment/structures that might interfere with the running of

the theaters or any other service/s. The use of certain lifts for moving of material will also have to be agreed to with the Hospital Management. The tenderer must allow for this in his prices since no additional claim will be entertained in this regard

**TENDERS SHOULD BE BASED ON THE FOLLOWING SPECIFICATIONS****SITE APPLICATION****Repair to cracks****Repairs to cracks 0.2<sup>mm</sup> to 2<sup>mm</sup>**

Rake out with a scraped blade.  
Remove dust and debris.  
Fill with pure acrylic, paintable, flexible crack filler.

**Cracks over 2<sup>mm</sup>**

Open out with a carborundum disk into a V shape minimum 3<sup>mm</sup> wide.  
Remove dust and debris.  
Wet the crack and fill with damp 1:4 cement/sand mortar properly compacted into the cracks.

**Repairs to Mortar Joints**

Scrape out unsound mortar  
Point solidly with 1:3 cement/sand mortar properly compacted into the joints

**Repairs to Painted Wall Surface Coating**

Remove loose paint with a sharp paint a scraper or hand-held pneumatic engraving tools fitted with flat chisel heads  
Feather edges of tightly bonded paint with a rough to medium grit paper  
Built up paint covering flush with general surface area

**Preparation - Generally**

Materials used in preparation to be types recommended by their manufacturers and the coating manufacturer for the situation and surfaces being prepared.  
Apply in strict accordance with the manufacturers specification.  
Apply oil based stoppers/fillers after priming. Apply water based stoppers/fillers before priming unless recommended otherwise by manufacturer. Patch prime water based stoppers/fillers when applied after priming.  
Ensure that doors and opening windows, etc, are “eased” as necessary before coating. Prime any resulting bare areas.  
Plastered surfaces and fibre cement boards to be washed down and allowed to dry completely.  
Unfinished concrete surfaces clean with 1:4 solution of spirit of salts: water.  
All floors where painting is to be carried out to be swept clean, walls dusted down and unpainted surfaces protected.

**Efflorescence**

Remove surface salts and other loose material with a stiff brush or coarse dry cloth.  
Leave for 48 hours and repeat process if further efflorescence occurs.  
Sand glossy surfaces to provide a key for finish.

**Ironmongery**

Remove from surfaces to be coated and re-fit on completion. Do not remove hinges unless instructed to do so

**Previously Uncoated Timber**

Ensure that large and loose knots are removed and made good with sound timber of the same species. Sand down flush  
Ensure that surfaces are clean and remove all oil, grease and excessive natural oils with suitable solvents  
Sand to a smooth, even finish with arrises rounded or eased  
Remove resinous bleeding by heat, apply two coats of knotting to resinous areas and all knots and allow to dry

Ensure that head of fasteners is countersunk sufficiently to hold stopping/filling. Fill nail and screw holes, joints, cracks, holes, depressions, open or coarse grain with matching coloured stopper/filler worked well in and finished off flush with surface. Sand smooth and remove dust. Sand down to remove all plaster stains pencil marks and other blemishes from timber that is to be oiled or stained

**Previously Coated Timber**

Strip any existing cracked or flaking varnish back to fresh wood

Sand down any discoloured areas to fresh wood

Ensure that surfaces are clean and remove all oil, grease and excessive natural oils with suitable solvents

Sound varnish to be sanded with 360 grit paper

**Uncoated Masonry/Render**

Remove dirt, surface deposits, loose and faking material with a stiff brush

Fill holes and cracks flush with surface, rub down

**Unpainted Plaster**

Remove dirt and surface deposits with a stiff brush

Rub down to remove nibs, trowel marks and plaster splashes

Lightly rub over trowelled glossy plaster with worn abrasive paper

Fill depressions, holes and cracks and lightly rub down flush with surface

**Steel Generally**

Remove all loose and faking paint

Feather edges of tightly bonding paint

**Rusted Areas**

Clean disk sand and wire brush to remove rust

Clean bare steel patches with a solvent wash

Rust convertor only to be used on small areas where hand cleaning is ineffective

Apply with a stiff brush ensuring penetration into any pitting

Inspect after two hours and recoat areas showing unconverted red rust

Prime surfaces as soon as possible after cleaning, and in any case within four hours

**Coating****Painting Generally**

Operatives must be appropriately skilled and experienced in the use of specified materials and methods of application

Do not use materials that show any bittiness when applied. Do not thin or intermix unless specified or recommended otherwise. If materials are found to have been thinned without authorization, the Project Manager may require an additional application of additional coats

Any priming as soon as possible on the same day as preparation is completed, ensure that coats are of adequate thickness and suit surface porosity

Adjacent coats of the same material must be of a different tint to ensure that each coat provides complete coverage

Apply coatings to clean, dust free, suitable dry surfaces in dry atmospheric conditions and after any previous coats have hardened. Lightly abrade between coats as necessary

Apply coatings evenly to give a smooth finish of uniform colour, free from brush marks, nibs, sags, runs and other defects. Cut in neatly and cleanly. Do not splash or mark adjacent surfaces

Keep all surfaces clean and free from dust during coating and drying. Adequately protect completed work from damage

**Painted Joinery/woodwork**

Before priming preservative treated timber, any cut surfaces to be retreated and all end grain to be liberally coated allowing it to soak in before recoating it

Pre-primed woodwork to be lightly rubbed down and patch prime to match existing

Prime: One coat primer, two coats to end grain which will be painted

Finish: Two coats Alkyd gloss, sanded down between coats

**Staining**

Check with stain manufacturer if primer is required for the species of timber and type of previously applied treatment.

Apply stain in flowing coats. Redistribute excess material by brushing before stain has set. Allow not less than 12 hours between coats

### **Varnishing**

Thin first coat with white spirits according to manufacturer's recommendations

Brush well in avoiding aeration and lay off

Apply further coats of varnish, rubbing down lightly between coats along the grain

### **Bead Glazing to Coated Timber**

Before Glazing: Apply first two coats to rebates and beads

### **Concealed Joinery Surfaces**

Inaccessible parts of joinery constructions are to be primed and/or coated before assembly

Where one or more additional coats are specified to be applied, they must be applied to all surfaces, including those that will be concealed when incorporated into the building

### **Wooden Doors**

Varnish or paint bottom edges before hanging

### **Completion**

Ensure that opening lights/windows/hinges and other moving parts move freely. Remove all masking tape and temporary coverings afterwards

### **Protection**

Adequately protect all surfaces that are not to be coated

Protect all surfaces from dust and damp

Where doors are delivered to site in a finished condition, provide all necessary protection to the doors when applying coatings to the frames

### **Air-conditioners**

Contractor to provide adequate power supply to air con unit

12-month warrantee to be included

Contractor is liable for any damages to structure

All work must be SABS approved

Each air con to be separately wired via isolator from the DB board and connected with a circuit breaker (see size and Phase requirements as stipulated in Bill)

D/P Isolator to be installed and connected adjacent to air-con unit internally (see size and Phase requirements as stipulated in Bill)

Electrical Certificate of Compliance to be issued on completion

Allow for drilling through wall and plaster/ patch and paint afterwards. Piping to be installed through walls only, never glass panes

All piping/cabling to be in PVC trunking / ducting. Allow for correct lengths

Units always to be heating and cooling (unless otherwise stipulated in Bill)

All piping, brackets, gas up to commissioning to be included in pricing

Supply units of the following Manufacturers: Samsung, LG, Carrier, Daiken, York or similar (in warrantee and guarantee)

All Air-cons to be Inverter type, unless specified of the BOQ

### **Plumbing**

Only registered Plumbers to be employed for any plumbing & drainage work

Allow for  $\pm 2m^2$  tiling above each basin and sink

Allow for A Grade Glazed white tiles, 152 x 152mm, 5 – 6.5mm thick

Sinks size: 1350<sup>mm</sup> x 535<sup>mm</sup> unless otherwise specified in bill of quantities

Sink mixer for tea room sink to be 15mm chrome plated brass cobra mixer type tap

All basins to be white glazed, each fitted with an approved 32mm chrome plated brass waste fitting with screwed outlet, and a 15mm chrome plated brass elbow action tap connected to water supply

All sinks to be standalone stainless steel sink, work area, splash back on Pre-manufactured 40 x 32<sup>mm</sup> stainless steel square tubing frames, 4 legs on adjustable pedestals. Exposed surfaces having a smooth finish, each fitted with an approved 32mm chrome plated brass waste fitting with screwed outlet, and a 15mm chrome plated brass Hospital goose neck tap

Stainless steel grade 316 or Type 304 to be used for stainless steel sinks

All material to be SABS approved

Make sure all existing water pipes and waste is in good working condition

All existing basins and sinks to be washed and cleaned

On each water supply line, a ball valve need to be installed as close as possible to outlet, this includes basins, sinks, toilets

Each tap to be visibly marked with “H” or a “Red” mark for Hot water and “C” or a “Blue” mark for Cold water

**Geysers:** Install makes such as Franky, Kwikhot or similar. Install on a drip tray with drain pipe to outside, pressure valve, safety valve, shut off valve, overflow pipe. Isolator to be installed at least 1m from Geyser, hot and cold water supply lines to be bonded and earthed. Isolator to be wired to DB with dedicated double pole circuit breaker.

**Toilets:** these shall be deemed to include the following: WC Pan, flush valve or 11-liter cistern with flushing apparatus, float valve and flush pipe and all finishing's to pipes and cistern. To be the wash down type, approximately 400 high manufactured of white glazed fireclay or vitreous china, each provided with the compatible “P” or “S” –Traps, jointed to Pan. Pans and traps to be set on and encased in Class B concrete not less than 100mm thick at any point or position

**Wall mounted bowl urinals:** to be of white glazed fireclay or vitreous china, approximately 700 x 380mm in size with back flush entry, secured to wall with at least 2 concealed hanger brackets. Each urinal to be fitted with 38mm chrome plated domical grating, urinal complete with push button assembly, exposed type flush valve with ball-o-stop and wall flange. • Chrome plate finish. • Additional toilet piston screw • Non-hold open feature, spreader and all other necessary chrome plated brass fittings as well as a chrome plated brass bottle trap

**Hydro boil installations:** Install always above sink (see bill of quantities for size)

**Emergency shower:** complete body shower with eye station. Flow rate to be 60 liters per minute. At floor level, 700mm below shower head, the radius of water reaching the floor should be 200mm. At the eye station flow rate should be 6 liters per minute at a flow pressure safe enough not to injure the User. This unit to be 1 meter from floor level. Make use of emergency showers as supplied by Broen, Bull Maurice Trading or similar

### Electrical

Only registered Electricians to be employed for any electrical work

Wires to be used for sockets outlets; 2.5mm<sup>2</sup> PVC

Colour for 2- compartment steel/PVC power skirting unless differently specified in bill of quantities (colour to be confirmed)

Normal plugs to be white and dedicated plugs to be red

Electrician to consult with Lab Manager regarding lab equipment when circuit are installed to prevent overloading, new plug points to be wired from distribution board and marked properly

Legend card in DB to be up to date

Electrical Certificate of Completion to be issued on completion

All material to be SABS approved

All installations to comply with SANS10142 installation rules

All additional /replaced plugs, isolators and light switches must be labelled on the cover and Distribution Board

Circuit breakers to be SABS approved and type and size to be confirmed with Project Manager before installation

Hydroboils: wire from DB Board with 30Amp double pole isolator next to Unit (at least 1m away) and 20Amp circuit breaker in DB board

### Paint

Two final coats of White paint to all surfaces, ceiling and walls. Door colours to be confirmed by Project Manager, if not varnished

Existing pipes against wall must be colour coded painted, for example gas, water, oxygen

Rhino board surface to receive Rhinolite to a smooth finish on dry walls

Before painting can commence, every defect/uneven surface must be repaired

Patch prime new and exposed plaster areas with 1 coat and allow drying. Coat 1 may be thinned up to 10% with mineral turpentine to aid absorption. Allow 4 hours drying time at 23° c. Three (3) coats of paint to dry wall. Paint texture and type to match existing, Colour for walls and steel frames to be white unless otherwise confirmed by Project Manager

One coat metal primer to steel work and two coats final oil based enamel

Paint to be Plascon double velvet, Dulux, Prominent or similar

### TILE Floors

Ensure that the sub-floor is completely smooth, level, hard, dry and clean before laying commences

Only use A Grade Acid resisting Ceramic/ porcelain tiles, 10mm thick, 600<sup>mm</sup> x 600<sup>mm</sup> for floors and 600<sup>mm</sup> x 200<sup>mm</sup> for walls in size or as per BOQ

All tiles need to have “Aluminium Tile Edge Trim” where necessary. Bull nose or square one may be used

Use SABS approved tile cement and apply as per Manufacturer’s instructions (colour to be confirmed by Project Manager)

Use SABS approved water proof Acid resistant grout. Gaps 5 – 10mm (colour grey)

Skirtings to be 100mm high where required, coved at junction with floor and rounded on top edge

### **Suspended ceilings**

Install suspended ceilings as per Manufacturer’s instructions such as Donn Products or similar. Panels to be vinyl cladded smooth white panels, 1200 x 600 x 12.5mm on suspended pre-painted exposed tee trusses, including main and cross tees, hangers, grids, etc., all level and properly secured. At edges use 25mm pre-painted shadow line aluminium cornices

**PLEASE TAKE NOTE THAT THE ABOVE SPECIFICATIONS AND MEASUREMENTS ARE SUBJECT TO CHANGE AS MAY BE DETERMINED BY THE FINAL APPROVED DRAWINGS OR COMPULSARY SITE MEETING FOR THE JOB IN QUESTION**

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### **WORKS AGREEMENT**

#### **Contractor: The contractor shall:**

- Provide adequate supervision and management of the works at all times.
- Provide toilet facilities for use by his workers except where provided by the client (N HLS).
- Storage space is not always available for material and sufficient arrangements should be catered for and included in pricing.
- Submit all local authority notices by the works.
- Comply with all statutes, regulations and bylaws of local or other authorities having jurisdiction regarding the execution of the works and obtain all certificates and other documents required by such authorities.
- Notify the Project Manager where compliance with any statute, regulation or bylaw requires a change or variation to the works upon which such change shall be deemed to be a contract instruction.
- Immediately begin the works and continue at a rate of progress satisfactory to the Project Manager in terms of the agreement.
- Comply with all contract instructions in good time.
- Bring the works, within the constructed period, to practical completion in terms of completion.
- Bring the works to final completion.
- Surplus material and waste to be carted away to a suitable dumping site to be found by the Contractor, outside the boundary of the site

### **Completion**

#### **Practical Completion**

- The Project Manager shall inspect the works from time to time to give the contractor interpretations and guidance on the standard and state of completion of the works which he will require the contractor to achieve for practical completion
- The contractor shall inform the Project Manager of the date on which he expects to achieve practical completion
- The Project Manager shall inspect the works on or before the date requested by the contractor

Where the works:

- Has reached practical completion the Project Manager shall at once issue a certificate of practical completion to the contractor
- Has not reached practical completion the Project Manager shall issue a practical completion list to the contractor detailing the outstanding work to be done and defects to be rectified to achieve practical completion
- Is not ready for practical completion inspection the Project Manager shall issue a list as a general guide to the contractor of the outstanding areas of work and defects to be attended to before he can request a further inspection

#### **Final Completion**

- Within seven calendar days of practical completion the Project Manager shall prepare and issue to the contractor a final completion list detailing the incomplete work and defects to be rectified within a reasonable period
- The defects liability period of fourteen calendar days shall start on the date of practical completion
- On the expiry of the defects liability period the Project Manager shall immediately inspect the works for final completion. Where the works:

- Has reached final completion the Project Manager shall at once issue a certificate of final completion to the contractor
- Has not reached final completion the Project Manager shall issue a defects list to the contractor detailing any incomplete work and defects to be rectified before the Project Manager will undertake a further inspection
- Where the contractor has achieved final completion the latent defects liability period shall end three years from the date of final completion

**Employer: The employer shall:**

- Hand over the site to the contractor by the date stated in the schedule. The construction period and latent defects liability period shall commence with the handover of the site.
- Arrange for water, sewer and electrical connections as required and pay all fees concerning this
- Provide water and electricity as required for the execution of the works free of charge.
- Not issue instructions to, interfere with, hinder or obstruct any of the contractor's workers or any other persons employed or acting on behalf of the contractor.

**Risk and Insurance**

- The Contractor indemnifies the NHLS against any loss in respect of claims from other parties arising out of or due to the execution of the works or occupation of the site by the contractor consequent upon:
  - Death or bodily injury or illness of any person.
  - Physical loss and damage to any property other than the works.
  - Removal of or interference with lateral support of an adjoining property.
- The contractor shall take out insurances in respect of his employees as are required by law.
- Where, in the opinion of the Project Manager, loss and damage to the works due to the contractor's negligence the contractor shall be liable for such loss and damage.
- The contractor shall in all circumstances be at risk for loss of, or damage to his construction plant or vehicles.
- The contractor shall enclose the site along the facades where work is being done. He shall furthermore allow for all the required scaffolding, gantries, hoarding, etc. to safeguard pedestrian traffic on the sidewalks or paths as well as vehicular traffic in the streets
- The form of scaffolding, gantries, hoardings, etc., must be fully detailed in his "method statement" as previously required. It is not the intention to prohibit or deviate pedestrians or traffic during construction and Tenderers are to account for this when pricing the Tender
- Adequate warning signs/ lights/ etc. are to be employed where required. If the Tenderer requires the full pavement width and even part of the adjacent street, then he must make all the necessary arrangements with local authorities for the pavement and street closure as well as pay for all fees in connection therewith including the loss of income due to parking meters
- The existing premises will be occupied at all times and the Contractor will be required to keep all noise to a minimum

**Safety**

- From the date of site handover to the Contractor until the completed work is handed back to the Employer, the Contractor shall be responsible for maintaining safe working conditions on site
- The Contractor shall be responsible in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the regulations promulgated in terms of the Act or Factories, Machinery and Buildings Work Act, whichever is applicable
- The Contractor shall be responsible for supplying and installing the required safety signs as determined by the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) All safety signs shall comply with the requirements of the latest edition of SANS 11861 as Applicable

**Programme**

- The Contractor shall submit his programme of work to the Project Manager not later than 14 days after the Contractor has been notified of the acceptance of his tender. If necessary, the Project Manager may instruct the Contractor to adjust his programme to suit other activities

**4.3 STAGE 3: PRICE AND SPECIFIC GOALS CRITERIA**

Bid will be evaluated on the basis of the PPPFA 80/20-point system as presented in the Preferential Procurement Regulations 2022, for this purpose SBD 6.1 form should be scrutinized, completed and submitted together with your quotation.  
The 80/20-point system will be as follows:

Price Assessment	80 Points
Specific Goals	20 Points

**5. SCHEDULE OF WORK CARRIED OUT BY THE BIDDER**

The bidder must indicate in the spaces provided below a complete list of similar contracts awarded, including the current contract (if any). This information shall be deemed to be material to the award of this bid.

Company Name	Nature of work	Value of the work	Contact person & contact number	Duration of the project (Start and end date)

Signature of person authorized to sign the bid: \_\_\_\_\_

Date: \_\_\_\_\_

**6. SBD4 DECLARATION OF INTEREST****BIDDER'S DISCLOSURE****1. PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

**2 Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

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1 the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2.1 If so, furnish particulars:

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?  
YES/NO

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA  
SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN  
MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

Date

.....

Position

Name of bidder

## **SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

This preference form must form part of all bidders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

### **1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to quote (RFQ):

- The 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

#### **1.2 To be completed by the organ of state**

a) The 80/20 preference point system will be applicable in this RFQ. The lowest/ highest acceptable tender will be used to determine the accurate system once bidders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and (b) Specific Goals.

#### **1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

### **2. DEFINITIONS**

- (a) “**bid**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

“The Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

#### **(e) “Historically Disadvantaged Individual (HDI)”**

- i. Means a South African citizen who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 110 of 1983)

or the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) ("The Interim Constitution") and /or

- ii. Who is a female; and/or
- iii. Who has a disability

(f) "**Disability**" means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

(g) "**Youth**" Has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008)

"**Specific goals**" means specific goals as contemplated in section 2(1)(d) of the PPPFA which may include contracting with persons, or group of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.

### **3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

#### **3.1. POINTS AWARDED FOR PRICE**

##### **3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS**

A maximum of 80 points is allocated for price on the following basis:

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}}\right)$$

**80/20**

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

### **4. POINTS AWARDED FOR SPECIFIC GOALS**

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the bidder will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for quotations for income-generating contracts, that either the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for 80/20 preference point system.

#### **Points awarded for historically disadvantaged individuals**

Preference points for HDI's are calculated on their percentage shareholding in a business, provided that they are actively

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$$NEP = NOP \times \frac{EP}{100}$$


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involved in and exercise control over the enterprise. The following formula is prescribed

Where

NEP= Points awarded for equity ownership by an HDI

NOP= The maximum number of points awarded for equity by an HDI in that specific category

EP= The percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with the definition of HDI's.

A consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification certificate for every separate tender.

**Table 1: Specific goals for the RFQ and points claimed are indicated per the table below.**

**(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)**

**Note to tenderers: The bidder must indicate how they claim points for each preference point system.)**

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Percentage Owned (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDI	6	%	
Woman	4	%	
Disabled	1	%	
Youth	4	%	
Locality <ul style="list-style-type: none"> <li>• City of Johannesburg = 5</li> <li>• Gauteng Province = 2</li> <li>• National = 0</li> </ul>	5		
<b>Total Points</b>	<b>20</b>		

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole proprietor
- Close corporation

- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company [TICK  
APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

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